



Agenda for a Regular Meeting of the  
Finance Committee of the Common Council of the City of Hudson  
Monday, November 18, 2019  
6:30 p.m.  
Council Chambers of City Hall, 505 Third Street

1. Call to Order
2. Discussion and Possible Action on Minutes from November 4, 2019
3. Discussion and Possible Action on Claims in the amount of \$ 1,075,476.75
4. Discussion and Possible Action on Approving the Operator License applications submitted by Jamie Barsness, Christopher Hartke, Carson Madigan, Ashleigh Taylor, and Grace Zilka.
5. Discussion and Possible Action on denying the operator license application submitted by Ingrid Swenson.
6. Discussion and Possible Action on Use of 2019 Building Permit Revenue to Replace the Building Inspector's Vehicle
7. Discussion and Possible Action on Lease Agreement with St. Croix Sailing School
8. Discussion and Possible Action on 5-Year Refuse and Recycling Contract with Advance Disposal
9. Discussion and Possible Action on Letter of Engagement with Bolton & Menk, Inc for shared-use path improvements along Industrial Street between Hanley Road and Mayer Road
10. Discussion and Possible Action on City of Hudson Insurance Change
11. Items for Future Agendas
12. Adjournment

Rich O'Connor, Mayor

Posted in City Hall lobbies and emailed to Hudson Star Observer on November 13, 2019. Some agenda items may be taken up earlier in the meeting, or in a different order than listed. Upon reasonable notice, an interpreter or other auxiliary aids will be provided at the meeting to accommodate the needs of the public. Please contact the City Clerk at 715-386-4765, ext. 140.

FINANCE COMMITTEE MEETING OF THE COMMON COUNCIL  
CITY OF HUDSON, WISCONSIN  
Tuesday, November 4, 2019

UNAPPROVED

Meeting called to order by Mayor Rich O'Connor at 6:34 pm.

PRESENT: Mayor Rich O'Connor and Alderpersons Joyce Hall, and Randy Morrisette II.

ABSENT: Alderperson Bill Alms

OTHERS PRESENT: Cathy Munkittrick, Alison Egger, Jim Webber, Michael Mroz, Jennifer Rogers, Geoff Willems, Scott St. Martin, Kip Peters, Bryan Watson and others.

MINUTES: MOTION by Hall, second by Morrisette, to approve the minutes of the October 21, 2019 and October 29, 2019 Finance Committee meetings. Ayes (3). MOTION CARRIED.

CLAIMS: MOTION by Morrisette, second by Hall, to recommend the payment of the following claims:

COUNCIL CLAIMS – November 4, 2019

Fund		A/P Amounts	P/R Amounts	Totals
100	General	918,592.87	134,819.62	1,053,412.49
290	Police Donations	119.00		119.00
416	TID 1-6	11,173.82		11,173.82
451	2017 & 2018 Cap Projects	3,451.00		3,451.00
452	2019 & 2020 Cap Projects	24,612.21		24,612.21
620	Parking	3,3950.80	1,1601.28	5,552.08
630	Ambulance	23,438.37	1,601.28	24,039.78
640	Storm Sewer	6,495.71	2,047.77	8,543.48
	<b>Totals</b>	<b>993,880.80</b>	<b>139,070.08</b>	<b>1,132,950.88</b>

Ayes (3). MOTION CARRIED.

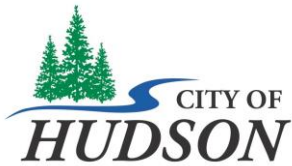
OPERATOR LICENSES: MOTION by Hall, second by Morrisette to recommend approval of the issuance of (5) Operator Licenses for the period of November 5, 2019 to June 30, 2021 to Ashley Hove, Brian Moura, Danielle Olson, Riley Schultz, and Kaleb Vold, contingent on payment of any outstanding debt owed to the City and successful completion of the background check. Ayes (3). MOTION CARRIED.

2020 CITY OF HUDSON BUDGET: MOTION by Morrisette, second by Hall to recommend approval of the amended budget and to move the 2020 City Hudson Budget Proposal to Council. Ayes (3) MOTION CARRIED.

FUTURE AGENDA ITEMS: NONE

ADJOURNMENT: MOTION by Morrisette, second by Hall, to adjourn at 7:02 p.m.  
Ayes (3). MOTION CARRIED.

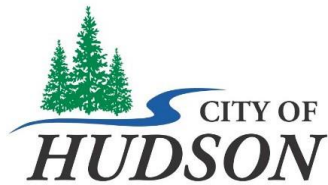
Alison Egger  
Finance Director



SUBMITTED TO: Finance Committee  
DATE: November 18, 2019  
SUBMITTED BY: Kathy Edwards, Accountant

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COUNCIL CLAIMS - November 18, 2019				
Fund		A/P Amounts	P/R Amounts	Totals
100	General	127,585.34	115,572.33	243,157.67
290	Police Donations	75.00		75.00
450	Capital Projects	2,191.12		2,191.12
452	2019 & 2020 Cap Projects	820,707.25		820,707.25
620	Parking	4,503.67	1,695.97	6,199.64
630	Ambulance	598.44	754.32	1,352.76
640	Storm Sewer	331.38	1,461.93	1,793.31
				0.00
	Totals	\$955,992.20	\$119,484.55	\$1,075,476.75



SUBMITTED TO: Finance/Common Council

DATE: November 18, 2019

SUBMITTED BY: Karen Duchow, Deputy Clerk

REGARDING: Application(s) for Operator Licenses

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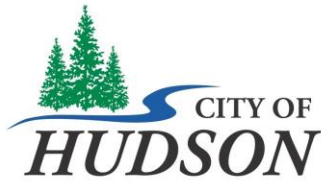
**ISSUE:**

Applications for Operator Licenses are on file in the City Clerk's office and are available for inspection upon request. If approved by Council, the licenses will be issued contingent upon successful completion of a background check and payment of any outstanding debt owed to the City.

**STAFF RECOMMENDATION:**

Approve the issuance for 5 new Regular Operator Licenses for the period of November 19, 2019 to June 30, 2021 to the following applicants:

Jamie Barsness  
Christopher Hartke  
Carson Madigan  
Ashleigh Taylor  
Grace Zilka



**SUBMITTED TO:** Mayor and Council

**DATE:** November 13, 2019

**SUBMITTED BY:** Chief Geoff Willems

**REGARDING:** Ingrid Swenson Operator License Application

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**BACKGROUND:** Ingrid Swenson applied for an Operator License with the City on October 15, 2019. I completed the background check of Ms. Swenson, I noted she was arrested for OWI on March 23, 2018 and convicted of that OWI on May 6, 2019. Because this conviction was within one year of the application, I am recommending denial of the application.

I make this recommendation based on the alcohol related conviction and the city needs to be assured that operators within the city are able to follow the alcohol laws and ordinances.

**STAFF RECOMMENDATION:** Deny the issuance of an operator's license to Ingrid Swenson.



November 14, 2019

REPORT TO: FINANCE COMMITTEE / COMMON COUNCIL

SUBMITTED BY: David Gray – Building Inspector

## RE: Replacement of 2010 Ford Escape Bldg. Inspector's Vehicle

### SUMMARY:

The City currently has two busy building inspectors who are commonly out of the office 4 or more hours per day simultaneously. Each requires dependable transportation to make it to their inspections. We have experimented with driving personal cars, retired squad cars from the Police Department, used cars, and we have purchased one new vehicle in 2013. The purchase of a new car has provided the most reliable and trouble-free transportation for our department. We currently have a 2013 Equinox with no immediate needs and a 2010 Escape (purchased used in 2016) that is due for significant repairs.

Therefore, I am recommending that we take this opportunity to purchase a new vehicle to replace the 2010 Escape. We will then be beginning an alternating cycle of replacing a vehicles every 5-6 years. Each vehicle will be driven for approximately 10 years using this suggested replacement cycle. We are learning with the purchase of a used car that we are making repeated trips for service that cuts into valuable time that would normally be used for inspections or permitting.

In the three years we owned the Escape we had the vehicle in for the transmission twice, (Hudson Ford re-built the transmission at no charge shortly after we purchased it.) replacing a blower motor resistor, and have put off the replacement of shocks and wheel bearings. The most annoying problem is the driver side door doesn't always latch. When this occurs the driver literally needs to hold the door closed with one hand while driving with the other hoping that it will close at the next stop.

### REVENUE SOURCE:

For the 2019 calendar year we budgeted and anticipated \$250,000 for building permit revenue. Year-to-date through October 31, 2019 our permit revenue is just over \$365,000. I am recommending that we identify \$29,000 of this overrun for a new vehicle.



ACTION NEEDED:

Authorize the use of 2019 building permit revenue to be used to replace the 2010 Ford Escape and authorize the building inspector to solicit bids for a new 2019 or 2020 building inspector vehicle.

I will return for your review once a vehicle make/model is selected and bids are received. I will seek your approval again prior to purchase.

Feel free to contact me with any questions you may have at [dgray@hudsonwi.gov](mailto:dgray@hudsonwi.gov) or by calling 715-716-5755.



Michael Mroz  
Public Works & Parks Director  
505 Third Street  
Hudson, Wisconsin 54016  
mmroz@ci.hudson.wi.us  
ph: 715-716-5746  
www.ci.hudson.wi.us

**TO:** Common Council

**FROM:** Michael Mroz; Parks & Public Works Director

**DATE:** November 12, 2019

**SUBJECT:** Request by St Croix Sailing School (SCSS) to lease space at 18 Buckeye Street for winter storage

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**BACKGROUND:**

St Croix Sailing School (SCSS) is requesting use of two garage bays in the Buckeye Garage for winter storage of sailing vessels and miscellaneous equipment. This new lease agreement would be a short-term agreement for storage only that would start on December 1, 2019 through April 1, 2020. The City would use the same agreement format that is used with Hudson Boosters and the Rowing Club. Staff also recommends charging the same rate of \$100.00 per month.

Park Board has reviewed the agreement and recommends approval.

**RECOMMENDED ACTION:** To approve the agreement with St Croix Sailing School for use of the Buckeye Garage for winter storage beginning December 1, 2019 through April 1, 2020 for a cost of \$100.00 per month.



## **LEASE AGREEMENT –Buckeye Garage**

**This lease agreement** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Hudson with its offices at 505 Third Street, Hudson, Wisconsin 54016, herein designated "City," and the St Croix Sailing School, PO Box 732, Hudson, WI 54016, a non-profit corporation, hereinafter designated "Lessee."

1. The City grants the Lessee permission to lease space (west two bays) at 18 Buckeye Street, Hudson WI identified as parcel ID #236-1508-00-000, Outlot 214 in the City of Hudson (hereinafter referred to as Leased Premises).
2. Lease to begin on December 1, 2019 and end on April 1, 2020. The City also has the right to terminate the Lease Agreement at any time upon given thirty (30) days prior written notice to the Lessee.
3. Rental fee of this lease shall be One Hundred Dollars (\$100.00) per month beginning December 1, 2019 through April 1, 2020.
4. Throughout the lease term, the LESSEE shall maintain in force a policy of public liability insurance insuring itself and the City of Hudson against injury to property, person or loss of life arising out of the use and occupancy of the premises within the limits of at least \$1,000,000 per occurrence and the LESSEE shall furnish to the City, as may be requested from time to time, a certificate of said insurance. The City of Hudson shall be named as an additional insured on the policy on a primary and non-contributory basis.
5. The Lessee shall be responsible for insuring any and all equipment, personal property of any kind that the Lessee keeps on the Leased Premises. The City shall not be liable or responsible in any way for any damage to the Lessee's property kept on the Leased Premises.
6. The Lessee understands and agrees that during the lease period the Lessee shall maintain the Leased Premises in good order. Any personal property such as equipment, boats, racks, etc., owned by the Lessee and kept on the Leased Premises shall be stored in an orderly manner. Prior to lease expiration the Lessee shall return the site to the condition it was in at the outset of the lease except for modifications approved by the City.
7. Lessee shall be responsible for providing and paying for any additional garbage receptacles and garbage removal services for the Leased Premises.
8. Should Lessee need additional electrical services for operations, it is their responsibility for the installation of electrical services and all monthly fees

associated. Any such installation of electrical services must be approved by the Parks Director or designee prior to installation.

9. Lessee shall hold the City, its agents, officers, and employees, harmless from liability in the event of injury, theft, damage, or other acts which occur on or at the Leased Premises during the Lease term.
10. Any modifications must be approved by the City and done by Lessee must meet all city, state, federal, and riverway codes and may not commence until final approval is granted by governing agencies.

ST. CROIX SAILING SCHOOL:

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title  
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public within and for said County, personally appeared \_\_\_\_\_, representing a corporation under the laws of the State of \_\_\_\_\_, and that he/she executed the foregoing instrument and acknowledged that he/she executed the same on behalf of said corporation.

\_\_\_\_\_  
Notary Public

ST. CROIX SAILING SCHOOL:

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title  
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public within and for said County, personally appeared \_\_\_\_\_, representing a corporation under the laws of the State of \_\_\_\_\_, and that he/she executed the foregoing instrument and acknowledged that he/she executed the same on behalf of said corporation.

\_\_\_\_\_  
Notary Public





505 Third Street  
Hudson, Wisconsin 54016  
ph: (715)-386-4765 fx: (715)386-3385  
www.ci.hudson.wi.us

**TO:** Common Council

**FROM:** Michael Mroz; Director of Public Works

**DATE:** November 12, 2019

**SUBJECT:** Approve the 5-year Refuse and Recycling contract with Advanced Disposal

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**BACKGROUND:**

The current city-wide refuse and recycling contract with Advanced Disposal expires on December 31<sup>st</sup>, 2019. Staff have negotiated a new 5-year contract extension with Advanced Disposal to continue services through 2024. There will be an annual service fee adjustment tied to the published CPI or a 3% minimum. Any adjustment below 2% or above 4% will be renegotiated on an as needed basis.

**2019**

CONTAINER SIZE	35 GAL.	65 GAL.	95 GAL.
CONTRACTOR FEE	\$9.48	\$10.76	\$12.43
RECYCLING FEE EOW 64 GAL CART	\$3.47	\$3.47	\$3.47
TOTAL RESIDENTIAL MONTHLY RATE	\$12.95	\$14.23	\$15.90

\*yard waste sticker

\$1.00

**2020**

CONTAINER SIZE	35 GAL.	65 GAL.	95 GAL.
CONTRACTOR FEE	\$9.75	\$11.00	\$12.70
RECYCLING FEE EOW 64 GAL CART	\$4.50	\$4.50	\$4.50
TOTAL RESIDENTIAL MONTHLY RATE	\$14.25	\$15.50	\$17.20

\*yard waste sticker

\$3.00

Discussions at a previous Public Works committee meeting was to entertain a weekly recycling vs bi-weekly pick-up. The price difference is an additional \$3.00 for weekly recycling services.

Public Works Committee recommended approving a new 5-year contract with the current bi-weekly recycling, with the stipulation that the City continues to gather feedback on weekly recycling services from the community.

**ACTION REQUESTED:**

Approve a new 5-year contract with Advanced Disposal for continued refuse and recycling services.

## **RESIDENTIAL TRASH & RECYCLING COLLECTION AGREEMENT – CITY OF HUDSON**

THIS RESIDENTIAL TRASH & RECYCLING COLLECTION AGREEMENT (this "Agreement") is effective the 1<sup>st</sup> day of January 2020, by and between the City of Hudson, a Wisconsin Municipal Corporation (hereafter referred to as the "City") and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Contractor").

### **RECITALS**

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, finds it necessary to regulate and control the collection and disposal of trash and recycling in the residential zoning districts of the City and has determined that the best interests of the City would be served by contracting with the Contractor for said purpose;

WHEREAS, the Contractor is willing to render the service of collection and disposal of trash and recycling within the City upon the terms and conditions hereinafter set forth;

NOW THEREFORE, for, and in consideration for the mutual covenants promises and agreements herein contained, the parties hereto agree as follows:

### **AGREEMENT**

1. DEFINITIONS: For purposes of this Agreement the following terms are defined as follows:
  - A. ADDITIONAL COLLECTION SERVICE. All items that are collected in excess of the maximum volume for each household.
  - B. APPLICANT. Any individual, sole proprietorship, partnership, corporation or other entity who applies for a license under City Ordinance.
  - C. BRUSH. Hedge clippings, tree trimmings and branches, provided the limb size is not larger than six (6) inches in circumference.
  - D. CITY. City of Hudson.
  - E. COMMERCIAL CONTRACTOR. Any person licensed by the City to collect trash & recycling from commercial, industrial, professional, governmental, institutional structures or governmental property within the City.
  - F. COMMERCIAL STRUCTURES. Buildings which contain five or more dwelling units; and buildings with commercial, industrial, professional, governmental or institutional uses and which are located in the appropriate zoning district. Buildings with home occupations shall be considered residential structures.
  - G. COMPOST. Organic materials consisting of grass clippings and/or leaves, but excluding pine cones, twigs, branches, garbage or refuse of any kind.
  - H. CONSTRUCTION AND DEMOLITION MATERIAL. Any trash resulting from the construction, alteration or removal of a structure.
  - I. CUSTOMER. The owner or occupant of a Residential Structure.
  - J. DWELLING UNIT. One room or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a daily, weekly, monthly

- U. TRASH & RECYCLING. Garbage, Rubbish, Trash and Recyclable Materials.
- V. TOXIC AND HAZARDOUS WASTE. Waste materials including, but not limited to, poisons, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes which require special handling or that must be disposed of in a manner to protect the environment and to protect the public health and safety.
- W. VOLUME-BASED TRASH AND GARBAGE COLLECTION. The maximum limit of garbage and trash a dwelling unit is permitted to dispose of under the base trash rate.
- X. WHITE GOODS. Large household items including refrigerators, stoves, dishwashers, washers and dryers, exercise equipment, water heaters, and air conditioners.
- Y. YARD WASTE. Garden waste, leaves, lawn cuttings, weeds and prunings.
- Z. YARD WASTE RECEPTACLE. A biodegradable lawn/leaf bag identified as ASTM D6400, paper biodegradable bags identified as containing compost. The bag may not exceed 30 pounds. Or A contractor provided container which is watertight with fly-tight lids and labeled yard waste.

## **2. TRASH & RECYCLING COLLECTION FOR RESIDENTIAL STRUCTURES**

- A) All Customers of Residential Structures consisting of one to four dwelling units in a single building in the City shall be required to keep Trash & Recycling in the following:
  - 1) Pickup and disposal of Trash & Recycling from Residential Structures with one to four dwelling units must use standard Trash and Recycling containers provided by the Contractor which are watertight and have fly-tight lids.
  - 2) The Customer may change their trash container size annually at no cost. A Customer may be charged a fee if the container has been damaged or lost.
  - 3) Additional trash outside the container will require the resident to contact the Contractor to make arrangements for the pickup.
- B) Customer's shall not place any Toxic and Hazardous Waste for collection by Contractor and Contractor shall not be responsible for collecting any material that contains or that Contractor suspects contains any Toxic and Hazardous Waste.
- C) The Contractor shall provide a volume based rate system for low volume trash and recycling generators.
- D) The Contractor shall make special pickup arrangements for persons with disabilities who are unable to place trash and recycling containers at curbside.
- E) In January of each year, the Contractor shall collect all Christmas trees set out at curb-side for pick-up and disposal. Public relations work and advertising related to this service shall be the responsibility of the trash & recycling collection Contractor. This service shall be provided at no additional cost to residents of Hudson.
- F) The Contractor shall provide service for the collection and disposal of Trash & Recycling generated in the normal and ordinary course by all City owned or leased facilities, properties and parks at no cost to the City of Hudson. A listing of the current City owned facilities is included in this Agreement.
- G) The Contractor shall advise the City of Hudson in writing, of the place and method of disposal of the Trash and Recycling collected in the City. The disposal of all Trash and Recycling collected by the Contractor must comply with all St. Croix County, State of Wisconsin, and federal laws and

## **RESIDENTIAL YARD WASTE**

- A) The Contractor shall provide a curbside residential Yard Waste pick up program from April 1 to November 30, weather permitting. Two options shall be provided:
  - a. Option 1 - The homeowner may purchase stickers from a local establishment at a cost shown in Attachment A.
  - b. Option 2 – The homeowner may subscribe to a carted weekly service at a cost in Attachment A.
- B) The Contractor must designate a specific day of the week which residential Yard Waste will be picked up. The homeowner may be required to contact the Contractor prior to the pickup of yard waste.
- C) Brush collection service must be provided by the Contractor when Customers request this service, and the Contractor must identify how much it will charge for this service and under what circumstances that price will change. (Attachment A)

## **COLLECTION SERVICE PROVISIONS AND SCHEDULE**

- A) All collection service shall be conducted between the hours of 6:30 a.m. and 8:00 p.m. Monday through Friday.
- B) Collections may be done Monday through Friday in accordance with a schedule of collections provided by the Contractor. A map will be provided by the Contractor to the Public Works Department and Hudson Police Department of the specific pick-up days. Any change in the schedule of collections shall be submitted in writing, to the City Public Works Director and City Administrator for approval. Each dwelling unit shall have its Trash materials collected at a minimum of once a week & Recycling Materials collected at a minimum of every other week with the exception of low volume Trash and recycling generators. In the event a change in schedule due to an emergency situation or holiday a Saturday or Sunday pickup would be allowed.
- C) The Contractor shall not make collections on Sundays or on Christmas Day. The Contractor shall inform customers of an alternative collections day being scheduled due to a holiday. A public notice shall be placed in the local newspaper. The Contractor shall bear all costs involved in notifying residents and advertisements of collections schedule changes. The Contractor shall inform the affected Customers fourteen (14) days in advance of any change in collection schedules due to a holiday.
- D) The City reserves the right to improve any street or alley which may prevent the Contractor from traveling its customary routes for collection. The Contractor shall contact the Public Works Department prior to each construction season to determine areas of conflict and possible alternate routes or solutions. No additional compensation will be made for alternate routes or solutions.
- E) If a Residential Structure is vacant for more than 30 days the Customer shall give 10 days prior written notice of such non-occupancy in order to qualify for an exemption from Trash service.

## **FUEL SURCHARGE**

- Formula: Total Annualized tons collected in City multiplied by the per ton increase, divided by the number of City Residential Units, equals the per City Residential Unit rate increase to the Resident divided by 12 months.

$$3,796 \text{ Tons} \times \$1.00 = \$3,796 / 4,000 \text{ City Residential Units} = \$0.949 / 12 = \$0.08 / \text{home}$$

The Contractor shall advise in writing, of the place and method of disposal of the Trash and Recyclable collected in the City. The disposal of all Trash and Recyclable Materials collected by the Contractor shall comply with all County, State of Wisconsin, and federal laws and regulations now in effect and as they may be amended during the term of this agreement regardless of where the Trash and Recyclable Materials are ultimately disposed. The Contractor shall provide an annual weight report to the City of Hudson Public Works Department. The Contractor shall maintain landfill receipts from equipment that carries exclusively Hudson Trash. Such receipts shall be made available for inspection by the City Administrator, Public Works Director or an authorized City representative.

#### **ANNUAL RECYCLE PROCESSING SERVICE FEES**

- A) Contractor shall provide monthly data to enable the calculation of the average monthly net cost per ton to deliver collected Recyclable Materials to the disposal or processing facility (the "Monthly Net Cost"). Contractor shall also provide supporting documentation for the data, on request by the City. The Monthly Net Cost is the sum of Transload Cost, Transportation Cost, and Processing Fee, less Commodity Value Received. For the purposes of this calculation, "Transload Cost" means the cost per ton of transloading the material at our Roberts transfer station for the immediately-preceding calendar month; "Transportation Cost" means the actual cost per ton of transportation from the Roberts transfer station to the recyclables processing facility for the immediately-preceding calendar month; "Processing Fee" means the actual cost per ton of processing of the Recyclable Materials at the processing facility for the immediately-preceding calendar month, and "Commodity Value Received" means the actual value received from the processing facility for the immediately-preceding calendar month.
- B) The "Average Monthly Net Cost" for a calendar year is the sum of the Monthly Net Costs during that year divided by 12. The "Cost Change" for a year is the Average Monthly Net Cost for the immediately preceding calendar year minus the Average Monthly Net Cost for the calendar year prior to the immediately preceding calendar year. The "Surcharge Amount" is an amount equal to \$0.07 for every whole \$3.00 of Cost Change. (For example, a Cost Change of \$20.00 would result in a Surcharge Amount of \$0.42.; and a Cost Change of -\$7.00 would result in a Surcharge Amount of -\$0.14.)
- C) If and only if the Average Monthly Net Cost for 2023 is greater than \$100.00, the City may, within 60 days of receipt from Contractor of the data and documentation necessary to calculate the Average Monthly Net Cost, notify Contractor of the City's election to trigger a renegotiation. If the City timely provides notice of an election to renegotiate, (a) the City may terminate this Agreement at any time on 30 days' notice to Contractor, and (b) the City and Contractor shall attempt, in good faith, to reach an agreement regarding the Service Fees.



1-ONE & ONE-HALF CUBIC YARD, 1 PICKUP WEEKLY (CONTRACTOR TO PROVIDE)	\$61.00
1-TWO CUBIC YARD, 1 PICKUP WEEKLY (CONTRACTOR TO PROVIDE)	\$66.00

THE TRASH & RECYCLING COLLECTION AGREEMENT OR RATES ASSUME A SERVICE LEVEL OF APPROXIMATELY 4,700 TO INCLUDE SINGLE FAMILY, DUPLEX AND MULTI-DWELLING 3 & 4 UNITS

### **BILLING FOR RESIDENTIAL TRASH & RECYCLING COLLECTION**

The Contractor will bill and collect from the Customer directly for services provided by Contractor pursuant to this Agreement.

The Contractor shall work with the City Finance Director to develop procedures satisfactory to the City Finance Director for certifying past due billings to St. Croix County for collection along with taxes. The procedures shall generally be as described in this section, but are subject to change at the direction of the City.

The Contractor shall submit to the City once per year on or no later than October 25<sup>th</sup>, a list of past due billings for collection through the tax roll. Any payment a Customer makes after October 25<sup>th</sup> will be applied to their next billing cycle. The Contractor must provide evidence to the accuracy of the delinquent payment. Payment for delinquent billings will be reimbursed to the Contractor after payment is received from the County from tax roll collection.

### **3. Municipal Services**

The Contractor shall provide Trash & Recycling containers for the following City facilities at no charge to the City. The Trash must be picked up according to the following schedule at no charge to the City. Recycling containers shall be provided at each location at no charge to the City.

PUBLIC WORKS GARAGE	1520 2 <sup>ND</sup> STREET	2 X WEEKLY
PUBLIC WORKS GARAGE	1431 2 <sup>ND</sup> STREET	1 X WEEKLY
WASTEWATER PLANT	329 FRONT STREET	5 X WEEKLY
WATER DEPARTMENT	300 7 <sup>TH</sup> STREET	1 X WEEKLY
WATER DEPARTMENT	1201 LIVINGSTONE ROAD	1 X WEEKLY
WATER DEPARTMENT	888 O'NEIL ROAD	1 X WEEKLY
CITY HALL	505 THIRD STREET	1 X WEEKLY 1 X WEEKLY RECYCLE
LIBRARY/POLICE DEPT	101 FIRST STREET	1 X WEEKLY 1 X WEEKLY RECYCLE
PARKS DEPARTMENT	18 BUCKEYE STREET BOAT LAUNCH	1 X WEEKLY/2 DUMPSTERS + RECYCLING DUMPSTERS
PUBLIC SAFETY BUILDING	FIRE HALL 222 WALNUT STREET	1 X WEEKLY DUMPSTER + RECYCLING CONTAINER

- C. The Contractor shall keep all equipment used in a clean, operable, and sanitary condition. All equipment shall meet all Federal, State, County and Municipal regulations concerning vehicles used on public roads. Equipment may be subject to periodic inspections by the City. Each collection vehicle shall be equipped with all OSHA required warning and signage devices and fire extinguishers. It is recommended a sign on the rear of vehicle states "This vehicle makes frequent stops".
- D. The Contractor shall furnish the City with a number and description of all vehicles and equipment to be used within the City.
- E. Contractor's employees shall handle all containers with reasonable care to avoid damage; replace the containers in an upright position on the boulevard adjoining the curb; and dispose of any contents which may be spilled.
- F. The Contractor shall establish and maintain an office for accepting complaints and resident calls. City residents shall not be required to make long distance calls for services or to register complaints. The office must be staffed during the hours of 8:00 a.m. and 4:30 p.m. (Central Standard Time), Monday through Friday, except on holidays. The address and telephone number of such office and any changes shall be given to the Customers and City in writing.
- G. Whenever a resident notifies the Contractor of a location which has not received scheduled service, the Contractor is required to service such location no later than the following working day from the time of the complaint. All complaints shall be answered promptly and courteously. A record of all complaints and actions taken thereon shall be kept by the Contractor and made available to the City upon request.
- H. The Contractor shall comply with Ordinances of the City and the laws and regulations of St. Croix County, the State of Wisconsin and its agencies relating to the collection of Trash & Recycling Materials and Yard Waste.
- I. The Contractor shall provide and maintain all sanitary and safety accommodations for use and protection of its employees as necessary to provide for their health and welfare and comply with local and state laws.

##### **5. MISCELLANEOUS PROVISIONS**

- A. The Contractor shall keep complete and accurate records in accordance with generally accepted accounting practices.
- B. The Contractor shall maintain, at its cost and expense and file with the City, policies of insurance for general liability, automobile liability and worker's compensation. General liability must have a minimum of at least \$1,000,000 per occurrence. Automobile liability must cover every vehicle used in the Contractor's operation, with a minimum of \$1,000,000 combined single limit per occurrence. The Contractor shall maintain statutory employer's liability insurance for Worker's Compensation in such amounts as required by law. The Contractor shall name the City as an additional insured on all such policies of insurance and shall provide the City with certificates of insurance and required endorsements for all such policies, which shall evidence continuous coverage. Any lapse of required insurance coverage shall be cause for the City to immediately terminate this Agreement and the license issued pursuant to Hudson City Code Section 207-11. All policies evidencing insurance required by this paragraph shall insure the City and the

The term of this Agreement shall commence on January 1, 2020 and end on December 31, 2024, provided that this Agreement is subject to termination pursuant to the terms of this Agreement.

#### **7. TERMINATION OF AGREEMENT**

If the City determines that the Contractor is in violation of the license, or this Agreement for residential Trash and Recycling collection, a written notice will be sent to the Contractor allowing thirty (30) days to comply. The City may terminate this Agreement and the collection license if the Contractor fails to comply with the license terms within thirty (30) days.

Upon failure of the Contractor to comply with any of the provisions of this Agreement or the City collection license, the City Public Works Director shall be authorized to hire such personnel and equipment, or assign city employees and equipment, as may be necessary to do such work, and the expenses thereof may be deducted from any monies due the Contractor or collected by recourse to the Contractor's performance bond or financial guarantee.

#### **8. ASSIGNMENT**

The Contractor shall not assign the Agreement or delegate any of its duties hereunder (except by to an affiliate of the Contractor controlled by the Contractor), without the prior written approval of the City. This Agreement shall inure and be binding upon any successors and assigns of the parties hereto.

#### **9. GOVERNING LAW AND VENUE.**

This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation arising out of this Agreement shall be venued in St. Croix County Circuit Court, with appeals, if any, to the Wisconsin Court of Appeals and Wisconsin Supreme Court.

#### **10. NOTICES**

Any notices required by the Agreement shall be given in writing delivered by U.S. Mail to the parties at the following addresses:

City of Hudson  
City Administrator  
505 Third Street  
Hudson, WI 54016

Advanced Disposal Services Solid Waste Midwest, LLC  
General Manager  
309 Como Avenue  
St. Paul, MN 55103

#### **11. ENTIRE AGREEMENT**

Upon signing this Agreement, all prior oral and written agreements between the City and the Contractor with respect to residential and municipal Trash and Recycling collection in the City during the agreement term from January 1, 2015 to December 31, 2019 are terminated and released, as this document contains the complete agreement between the parties with respect to residential and municipal Trash and Recycling collection in the City during the term of this Agreement.

**ATTACHMENT A****CHARGES FOR ADDITIONAL ITEMS BASED ON CURBSIDE PICKUP:**

Bagged leaves, grass clippings, not to exceed 30 pounds	\$3.00 per sticker
95 Gallon Yard Cart Emptied 1 x week April to November (weather permitting)	\$120.00 per season (April to November)
Bundled brush (not to exceed 30 pounds, 4 feet long, 4 inches in diameter per piece)	\$3.00 – same as yard waste Cost per bundle – STICKER
Auto seat, single	\$15.00
Auto seat, bench	\$25.00
Truck tire	\$20.00
Car tire	\$10.00
Washer, dryer, water heater, stove, dishwasher	\$25.00 Cost per item
Mattress or box spring	\$25.00 Cost of each \$25.00 single \$30.00 double
Carpet and/or pad – Cost per sq yd over 3x4	\$1.50
Cement laundry and/or bathtub	\$30.00
Chair (lazy boy style)	\$15.00
Couch	\$25.00
Hide-a-bed	\$25.00
Electronics – computers, printers, etc.	\$30.00 each piece
Freezer	\$35.00
Refrigerator	\$35.00
Console television	\$30.00
Portable television	\$30.00
Bathtub	\$20.00
Air conditioners	\$35.00
Boiler	\$35.00
Oven	\$2500
Microwave	\$25.00
Furnace	\$30.00
Dehumidifier	\$35.00



505 Third Street  
Hudson, Wisconsin 54016  
ph: (715)-386-4765 fx: (715)386-3385  
[www.ci.hudson.wi.us](http://www.ci.hudson.wi.us)

**TO:** Common Council

**FROM:** Dean Chamberlain – City Engineer

**DATE:** November 8, 2019 (for November 18, 2019 Meeting)

**SUBJECT:** Approve Letter of Engagement with Bolton & Menk, Inc. for Surveying Work Related to Proposed Shared-Use Path Improvements along Industrial Street Between Hanley Road and Mayer Road

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**BACKGROUND:**

Industrial Street serves as an important link to the City's transportation network connecting Mayer Road and Crest View Drive through a mostly industrial but partially residential and retail commercial area. Currently, no pedestrian or bicycle facilities are provided along Industrial Street.

Staff is proposing to install a shared-use path from Mayer Road to Hanley Road, which is identified as part of the number one priority in the St. Croix County Master Bike and Pedestrian Plan. This stretch of off-street trail is a key connection for both the City and the County. The portion of the trail along Mayer Road is in the process of being constructed with the Southpointe and Summit Ridge developments.

The construction of the proposed trail is intended to coincide with a nearby mill & overlay and spot curb replacement project along Industrial Street between Crest View Drive and Hanley Road in order to minimize the potential construction cost of the proposed trail.

The City also recently improved the trail along Heggen Street between Crest View Drive and Hanley Road. Although the proposed trail section would not immediately connect to the Heggen Street trail, the intention is that the City would connect the proposed Industrial Street trail to the existing Heggen Street trail via Hanley Road at some point in the future to provide a continuous trail system.

Traffic counts along Industrial Street have not been completed; however, from site observations and surrounding land use, Industrial Street experiences a larger than normal amount of truck traffic.

The attached Letter of Engagement is intended to allow Bolton & Menk to survey the area for the proposed trail in order for the City to complete design on the trail over the winter. The City intends to pursue 2020-2021 Local Road Improvement Program (LRIP) grant funding for construction of the trail, and the proposed survey work will help the City to create the grant application for the trail project.



505 Third Street  
Hudson, Wisconsin 54016  
ph: (715)-386-4765 fx: (715)386-3385  
[www.ci.hudson.wi.us](http://www.ci.hudson.wi.us)

A future Letter of Engagement is expected in Spring 2020 for construction administration, inspection, and documentation if the trail construction is approved.

**FUNDING SOURCE:**

As noted previously, the City intends to pursue grant funding for the construction of this trail. The trail construction is not currently in the 5-Year Capital Improvement Plan.

The funding for the proposed survey work (\$4,900) will be taken from the \$58,830 budget remaining from the Heggen Street trail improvements project (Account Number 452.40.57344.824). The remainder of the Heggen Street trail fund balance is proposed to be transferred to the Industrial Street trail if approved (future Council action).

**RECOMMENDED ACTION:**

Staff recommends approval of the Letter of Engagement as attached. If not approved, staff would request direction on how to proceed.

**ATTACHMENTS:**

Letter of Engagement from Bolton & Menk, Inc.  
Excerpt from St. Croix County Bike and Pedestrian Master Plan

Prepared by: Dean Chamberlain, PE - City Engineer

## **CITY OF HUDSON LETTER OF ENGAGEMENT**

Project Name: 2020 Street Improvements – Industrial Street

Project Number: \_\_\_\_\_

This Letter of Engagement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Hudson, 505 Third Street, Hudson, WI, 54016 (hereinafter the “City”) and

Bolton & Menk, Inc.

Name of Consultant

2035 County Road D East, Maplewood, MN 55109

Address of Consultant

(Hereinafter the “Consultant”).

### **RECITALS**

WHEREAS, the City and the Consultant entered into an Engineering Master Consulting Agreement on the 24th day of November 2014; and

WHEREAS, the Master Consulting Agreement provides that the City would engage the Consultant from time to time to assist in providing engineering services for projects and studies designated by the City and as described through separate Letters of Engagement attached as Exhibits to the Master Consulting Agreement; and

WHEREAS, The City wishes to retain the services of an engineering consultant to assist with the following described project:

2020 Street Improvements – Industrial Street

(hereinafter the “Project”); and

WHEREAS, this Letter of Engagement outlines the services to be performed by the Consultant; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Consultant hereby agree as follows:

**Article 1. Services to be performed by the Consultant**

The City hereby retains Consultant for the purposes of advising and consulting the City for the services described in Exhibit One attached hereto and made a part hereof.

**Article 2. Schedule of Performance**

The Consultant shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit One and made a part hereof by reference. The schedule may be adjusted by mutual consent as the services proceed. The term limits established by the schedule and approved by the City shall not be exceeded by the Consultant or the City, except for reasonable cause agreed to by the City.

**Article 3. Consultant's Compensation**

The City shall pay the Consultant for services furnished and the Consultant shall accept as full payment the sums described on Exhibit One as Fees Hourly NTE (NTE meaning Not to Exceed). Payment to the Consultant for fees described on Exhibit One as "hourly estimated" shall be based on actual hours Consultant worked on the specified task. Exhibit One is attached hereto and incorporated herein by reference.

IN WITNESS THEREOF, the parties hereto have executed this Engagement letter as of the date first written above.

IN WITNESS WHEREOF, the parties hereto set their hands and seals dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Bolton & Menk, Inc.

By: \_\_\_\_\_

Name: Michael S. Nill, P.E.

Title: Principal Engineer

City of Hudson, Wisconsin

By: \_\_\_\_\_  
Aaron Reeves, City Administrator

By: \_\_\_\_\_  
Rich O'Connor, Mayor

Attest: \_\_\_\_\_  
Jennifer Rogers, City Clerk



## EXHIBIT 1

### 2020 Street Improvements – Industrial Street

Construction improvements consist of a mill/overlay of the bituminous pavement and spot curb repair on Industrial Street, between Crest View Drive and Hanley Road. In addition, a bituminous trail will be constructed within the easterly boulevard of Industrial Street, between Hanley Road and Mayer Road.

#### Services to be performed:

##### Plan Phase:

- Perform prelim survey of east side of Industrial Street, between Hanley Road and Mayer Road, in location of the proposed bituminous trail.
- Prepare base drawing and existing surface drawing in AutoCad format.
- City to prepare plans/specifications
- City to prepare estimate of probably construction costs
- City to prepare advertisement for bid and send to official newspaper
- City to tabulate bids received and prepare contracts

##### Construction Phase:

- Provide construction staking
- Provide construction observation and administration
- Materials testing

#### Schedule of Performance:

- Perform preliminary survey.....Week of November 18, 2019
- Construction phase.....Summer 2020

#### Compensation:

1. Preliminary Survey: hourly, not to exceed	\$4,900
2. Construction Phase:	<u>TBD</u>
<b>Total Estimated Engineering Cost:</b>	<b>\$4,900</b>

## Corridor 1: I-94-River Crest Elementary School Connection

### Corridor Overview

The bikeway recommendations for Corridor 1 are intended to provide better connections between the south end of downtown Hudson and other existing bikeways and trails that create important regional connections. The segment along 2<sup>nd</sup> Street, between the intersection with Coulee Road and Interstate 94, improves upon the existing sidewalk connection to the separated path across the I-94 bridge, providing safer access for trips to and from Minnesota to the City of Hudson and its existing bikeways. With the connection to Coulee Road providing much needed access across the interstate highway at the 11<sup>th</sup> Street overpass, the commercial areas along and south of I-94 can be reached from the significantly lower-lying area along the river. Since Coulee Road ascends considerably from 2<sup>nd</sup> Street to 11<sup>th</sup> Street, this segment is best served with the proposed separated bike path.

To the south of I-94, the corridor serves bicycle and pedestrian trips to employment areas with connections to an existing path along Crest View Drive and to the industrial park. Continuing south in the Town of Troy, this corridor provides for safe travel to River Crest Elementary School and the YMCA's Camp St. Croix, while creating connections to existing trails along S. Carmichael Road and Coulee Trail, and to the trails and the bicycle/pedestrian underpass of County Highway F in the vicinity of the elementary school. This corridor also improves bicycle travel to Troy Beach, just south of the corridor along the river.

Figure 2-12: Corridor 1 Alignment



## Alignment Description

- **Existing 5-foot wide sidewalk (I-94 bridge to the 2<sup>nd</sup> Street/Coulee Road intersection): Path**
  - Remove existing 5-foot wide sidewalk and replace with a minimum 10-foot wide path.
  - Minor earthwork may be needed.
  - Choke point: Existing W-Beam guardrail and steep slope makes widening difficult along the curve along 2<sup>nd</sup> Street (near St Croix Marina).
  - Careful design will be needed for the intersection transition at 2<sup>nd</sup> Street and Coulee Road, paying attention to the movement from the path to the separated bike lane across the intersection.
- **Coulee Road (2<sup>nd</sup> Street to 11<sup>th</sup> Street): Separated Bike Lane**
  - Roadway is approximately 34 feet (wider at intersections).
  - Preferred option: Two 10.5-foot travel lanes plus a single two-way separated bike lane (10-foot width plus 3-foot buffer) on Northeast side of the street.
  - Alternative: Two 11-foot travel lanes plus one two-way separated bike lane (9-foot width plus 3-foot buffer) on Northeast side of the street.
- **11<sup>th</sup> Street (bridge over I-94): Bike Lanes**
  - Bridge is approximately 42 feet wide, not including the sidewalk.
  - Proposed cross section: Two 11-foot travel lanes, one 10-foot left turn lane, and two 5-foot bike lanes.
  - Alternative: Reconfigure the roadway to include two 10.5-foot travel lanes, a 10-foot wide left turn lane, and a single two-way separated bike lane (9-foot width plus 2-foot buffer) on the west side of the bridge adjacent to the sidewalk.
- **Heggen Street (Crest View Drive to Hanley Road): Bike Lanes**
  - Existing path measures approximately 8 feet wide.
  - Existing roadway measures approximately 34 feet wide.
  - Proposed cross section: Two 11-foot travel lanes and two 6-foot bike lanes.
  - At the intersection with Crest View, may need to narrow travel lanes to approximately 10.5 feet to fit 5-foot wide bike lanes.
  - Alternative: Widen existing sidepath to 10 feet to accommodate bicyclists and pedestrians adequately.
- **Hanley Road (Heggen Street to Industrial Street): Bike Lanes**
  - Existing roadway measures approximately 34 feet wide.
  - Proposed cross section: Two 11-foot travel lanes and two 6-foot bike lanes.
  - Alternative: Construct a 10-foot wide sidepath on the south side of the road.
- **Industrial Street (Hanley Road to Mayer Road): Bike Lanes**
  - Existing roadway measures approximately 34 feet wide.
  - Proposed cross section: Two 11-foot travel lanes and two 6-foot bike lanes.
  - **Alternative: Construct a 10-foot wide sidepath on either side of the road.**
- **Mayer Road (Industrial Street to Carmichael Road): Bike Lanes**
  - The width of Mayer Road varies from about 27 feet to 44 feet.
  - Proposed cross section: Two 11-foot travel lanes and two 6-foot bike lanes (the turn lane at O'Keefe Road would be 10 feet wide).
  - At the intersection of Mayer Road and Carmichael Road, the proposed cross section is two 11-foot turn lanes, one 11-foot westbound lane, and two 5-foot bike lanes.
  - Pinch point at intersection of Industrial Street and Mayer Road. Near this intersection, the roadway is too narrow for bike lanes on both sides of the street for a length of approximately 200 feet.
    - Short Term: Shared lane markings on the north (westbound) side of the street and bike lane on the south (eastbound) side. Alternatively, a 10-foot wide path on the north side of the street and bike lanes on the south side.
    - Long Term (when roadway is reconstructed): Widen roadway to fit bike lanes.



- **Carmichael Road (Mayer Road to existing path underpass at River Crest Elementary School): Sidepath**

- Construct a 10-foot wide sidepath on the west side of the road.
- Steep slopes along the right-of-way will likely require drainage work and earthwork/grading.
- Significant grading may be required to connect to the existing path near the underpass.
- Significant clearing and grubbing may be required for portions of the path.
- Existing W-Beam guardrail may make the connection to the existing path underpass more difficult.
- Due to these factors, the cost estimate for this segment is increased by 25 percent.

- **Carmichael Road (Mayer Road to Albert Street): Path**

- Construct a 10-foot wide sidepath on the west side of the road to connect to existing sidepath that terminates at Albert Street.
- Connection from Carmichael Road to Albert Street is steep and may require switchback(s).

### **Planning Level Cost Estimate**

The estimated cost of constructing the recommended bikeway facilities within this corridor is \$1,080,000. This includes \$302,000 for the replacement of 0.86 miles of existing sidewalk with a path, \$240,000 for 0.89 miles of separated bike lanes, \$58,000 for 1.59 miles of bike lanes, and \$480,000 for 0.82 miles of path. Outside variables not included in this estimate are the cost of design, right-of-way acquisition, or changes to signalized traffic control.



SUBMITTED TO: Mayor and Common Council

DATE: November 18, 2019

SUBMITTED BY: Aaron S. Reeves, City Administrator

REGARDING: City General Insurance Provider Change

---

### **BACKGROUND:**

As part of the 2020 budget process the City received competitive quotes from our current provider and the League of Wisconsin Municipalities Mutual Insurance (LWMMI) for all non-medical related insurance coverage including:

- Workers Compensation
- Auto
- Public Officials
- General Liability with no Fault Sewer Back-up
- Law Enforcement
- Equipment Breakdown
- Crime
- Cybersecurity
- Property/Inland Marine
- Storage Tank

After review of both proposals along with other services provided by the insurance agencies staff is recommending that the City switch insurance coverage to LWMMI and switch our insurance agency to the Spectrum Insurance Group. The LWMMI provides better and more comprehensive coverage at a better cost than our current plan and the Spectrum Insurance Group offers a number of services that will assist the City in HR administration, loss control, and other areas.

### **STAFF RECOMMENDATION:**

Approve the change to the League of Wisconsin Municipalities Mutual Insurance for the coverages noted above and change our agency to the Spectrum Insurance Group.

## Section 1

## Program

# Overview



## Municipal Mutual Insurance Partnership

The League of Wisconsin Municipalities (LWM) was formed to work for the common good of cities and villages. Established in 1898, it is the third oldest association of municipal governments in the country. In 1984, the LWM Insurance Plan was implemented to provide a practical insurance alternative for municipalities. During 2002, the Plan evolved into a municipal mutual company, allowing the program to free itself of commercial carrier constraints. Today the League's Executive Director and six municipal representatives are responsible for oversight of the program.

The most important aspect of the League of Wisconsin Municipalities Mutual Insurance (LWMMI) is the quality of the overall coverage. Claims, loss control, and agent services are provided by hand selected service providers who are the best in the industry.

The LWMMI Program provides significant advantages to participating members including:

- Specialized coverages not normally available to individual cities and villages
- Competitive pricing
- Services from regional agents
- Rates based on your experience
- Group purchasing power
- Specialized services in municipal loss prevention, claims, and policy service

## Section 1

## Program

# Overview *Continued*



## LWMMI Mission

*To offer long-term, stable, cost-effective insurance solutions and risk management services for members of the League of Wisconsin Municipalities.*

Participation in the LWMMI means you are joining a program developed by municipal leaders like yourself to meet unique needs of all municipalities.

### Your Benefits with the League Insurance Program

- **Coverage**
  - Tailored for municipal operations
  - Controlled by your peers – the LWMMI Directors
  - Aggressive defense of claims
- **Service**
  - Decisions made and problems resolved by Plan Directors
  - Service tailored to members' unique needs
- **Price**
  - Share in the dividends when declared by the Directors
  - Based on your experience
  - No excessive premiums to build dividends







# League of Wisconsin Municipalities Mutual Insurance

## Plan Participants

Abbotsford, City of  
Adell, Village of  
Albany, Village of  
Algoma, City of  
Algoma Utilities  
Commission  
Allouez, Village of  
Almena, Village of  
Amherst, Village of  
Aniwa, Village of  
Arcadia, City of  
Arena, Village of  
Arlington, Village of  
Arpin, Village of  
Ashland County Housing  
Authority  
Ashwaubenon, Village of  
Athens, Village of  
Auburndale, Village of  
Augusta, City of  
Avoca, Village of  
Bagley, Village of  
Barneveld, Village of  
Barron County Housing  
Authority  
Barron Housing Authority  
Bay City, Village of  
Bayfield, City of  
Bayside, Village of  
Beaver Dam, City of  
Belleville, Village of  
Bellevue, Village of  
Belmont, Village of  
Benton, Village of  
Big Bend, Village of  
Birchwood, Village of  
Birchwood Four  
Corners EMD  
Biron, Village of  
Black Creek, Village of  
Black Earth, Village of

Black River Falls, City of  
Blanchardville, Village of  
Blenker Sherry Sanitary  
District  
Blue Mounds, Village of  
Blue River, Village of  
Bonduel, Village of  
Boscobel, City of  
Boyceville, Village of  
Boyceville Community  
Ambulance District  
Boyceville Community  
Fire District  
Boyd, Village of  
Brillion, City of  
Brooklyn, Village of  
Bruce, Village of  
Butler, Village of  
Butternut, Village of  
Cadott, Village of  
Calumet Sanitary District  
#1, Town Of  
Cambria, Village of  
Cambridge, Village of  
Cambridge Oakland  
Wastewater  
Camp Douglas, Village of  
Campbellsport, Village of  
Cazenovia, Village of  
Cecil, Village of  
Chenequa, Village of  
Chetek Housing Authority  
Chilton, City of  
Chippewa Falls, City of  
Clear Lake, Village of  
Cleveland, Village of  
Clinton, Village of  
Clintonville, City of  
Clintonville Area  
Ambulance  
Cobb, Village of

Cochrane, Village of  
Colby, City of  
Colby – Abbotsford Police  
Department  
Colfax, Village of  
Coloma, Village of  
Combined Locks, Village of  
Community Library  
Coon Valley, Village of  
Cornell, City of  
Cottage Grove, Village of  
Crandon, City of  
Cross Plains, Village of  
Cross Plains Area EMS  
Cumberland, City of  
Cumberland Fire District  
Cumberland Municipal Utility  
Curtiss, Village of  
Dane, Village of  
Dane Iowa Sanitary District  
Darien, Village of  
Deer Grove EMS  
Deer Park, Village of  
Deerfield, Village of  
Delafield, City of  
Delafield – Hartland Water  
Pollution Control Commission  
Delavan Lake Sanitary District  
Dodgeville, City of  
Door County Tourism  
Zone Commission  
Dorchester, Village of  
Dousman, Village of  
Downing, Village of  
Doylestown, Village of  
Dresser, Village of  
Eagle, Village of  
Eagle River, City of  
Eau Claire Housing Authority,  
City of  
Edgerton, City of



Egg Harbor, Village of  
Eland, Village of  
Eleva, Village of  
Elk Mound, Village of  
Elkhart Lake, Village of  
Ellsworth, Village of  
Elm Grove, Village of  
Elmwood Park, Village of  
Embarrass, Village of  
Endeavor, Village of  
Ephraim, Village of  
Everest Metropolitan Police  
Department  
Fairchild, Village of  
Fairchild Fire Protection  
District  
Fairwater, Village of  
Fall Creek, Village of  
Ferryville, Village of  
Fond du Lac, City of  
Fontana on Geneva Lake,  
Village of  
Fontana – Walworth Water  
Pollution Control  
Commission  
Footville, Village of  
Fountain City, City of  
Fox Lake, City of  
Fox Lake Community  
Fire Association  
Fox Point, Village of  
Fox West Regional Sewerage  
Commission  
Francis Creek, Village of  
Frank L. Weyenberg Library,  
Mequon – Thiensville  
Franklin, City of  
Frederic, Village of  
Fremont, Village of  
Fremont Orihula Wolf River  
Friesland, Village of  
Garners Creek Storm  
Water Utility  
Geneva Lake Law  
Enforcement  
Gillett, City of  
Gilman, Village of

Glenbeulah, Village of  
Goose Lake Watershed  
District  
Granton, Village of  
Grantsburg, Village of  
Gratiot, Village of  
Greater Bayfield  
Wastewater Treatment  
Green Lake, City of  
Green Lake Sanitary  
District  
Greenfield, City of  
Gresham, Village of  
Hales Corners, Village of  
Hammond, Village of  
Harrison, Village of  
Hartland, Village of  
Haugen, Village of  
Hawkins, Village of  
Hayward, City of  
Hewitt, Village of  
Highland, Village of  
Hilbert, Village of  
Hixton, Village of  
Hobart, Village of  
Hollandale, Village of  
Holmen, Village of  
Hortonville, Village of  
Howards Grove,  
Village of  
Howards Grove  
Volunteer Fire  
Department  
Hurley, City of  
Hustisford, Village of  
Hustler, Village of  
Independence, City of  
Ingram, Village of  
Iola, Village of  
Iron Ridge, Village of  
Jefferson, City of  
Jefferson Housing  
Authority, City of  
Johnson Creek,  
Village of  
Junction City, Village of  
Kaukauna, City of

Kaukauna Utilities  
Kegonsa Sanitary District #2  
Kekoskee, Village of  
Kennan, Village of  
Kewaskum, Village of  
Kewaunee, City of  
Kiel, City of  
Kingston, Village of  
Kohler, Village of  
Kronenwetter, Village of  
La Farge, Village of  
La Valle, Village of  
Lac La Belle, Village of  
Ladysmith, City of  
Lake Country Fire and Rescue  
Department  
Lake Delton, Village of  
Lake Geneva, City of  
Lake Hallie, Village of  
Lake Mills, City of  
Lake Nebagamom,  
Village of  
Lake Pewaukee Sanitary  
District  
Landfill Venture Group  
League of Wisconsin  
Municipalities  
League of Wisconsin  
Municipalities Mutual  
Insurance  
Linden, Village of  
Little Chute, Village of  
Little Elkhart Lake  
Rehabilitation District  
Livingston, Village of  
Lodi, City of  
Loganville, Village of  
Lohrville, Village of  
Lomira, Village of  
Lone Rock, Village of  
Luck, Village of  
Luxemburg, Village of  
Lyndon Station,  
Village of  
Lynxville, Village of  
Madison Metropolitan  
Sewerage District

Maiden Rock, Village of  
Manawa, City of  
Maribel, Village of  
Marion, City of  
Marquette, Village of  
Marquette Communities  
Joint Municipal Court  
Marquette Fire District  
Marshall, Village of  
Marshfield, City of  
Marshfield Utilities Electric  
and Water Department  
Mary Lane Sanitary District  
Mazomanie, Village of  
McFarland, Village of  
Medford, City of  
Mellen, City of  
Merrill, City of  
Merrillan, Village of  
Merrimac, Village of  
Merton, Village of  
Merton Community Fire  
Department  
Milltown, Village of  
Milwaukee Area Domestic  
Animal Control  
Milwaukee Housing  
Authority, City of  
Mineral Point, City of  
Mishicot, Village of  
Montello, City of  
Montello Joint Fire District  
Montfort, Village of  
Monticello, Village of  
Mosinee, City of  
Mosinee Fire District  
Mount Calvary, Village of  
Mount Horeb, Village of  
Mukwonago, Village of  
Municipal Court for  
Western Waukesha  
County  
Muscoda, Village of  
Muskego, City of  
Nashotah, Village of  
Necedah, Village of  
Neillsville, City of

Nelsonville, Village of  
Neosho, Village of  
Neshkoro, Village of  
New Holstein, City of  
New Lisbon, City of  
New Richmond, City of  
Newburg, Village of  
Niagara, City of  
North Bay, Village of  
North Fond du Lac,  
Village of  
North Freedom,  
Village of  
North Hudson,  
Village of  
North Prairie, Village of  
North Shore Fire  
Department  
North Shore Water  
Commission  
Northern Waupaca  
County Joint  
Municipal Court  
Norwalk, Village of  
Oconomowoc, City of  
Oconomowoc Lake,  
Village of  
Oconto, City of  
Oconto Falls, City of  
Oconto Falls Water and  
Light Commission,  
City of  
Oregon, Village of  
Orfordville, Village of  
Orihula Sanitary District  
Oshkosh, City of  
Osseo, City of  
Owen, City of  
Oxford, Village of  
Pabst Farms Joint  
Stormwater Utility  
District  
Paddock Lake,  
Village of  
Palmyra, Village of  
Pardeeville, Village of  
Park Falls, City of

Park Ridge, Village of  
Peppermill Lake Management  
District  
Pewaukee, City of  
Pewaukee, Village of  
Phillips, City of  
Pikes Bay Sanitary District  
Plain, Village of  
Pleasant Prairie,  
Village of  
Pleasant Springs Sanitary  
District  
Polk County Housing Authority  
Port Edwards, Village of  
Portage, City of  
Poynette, Village of  
Prairie du Sac, Village of  
Prairie Farm, Village of  
Prairie Village Water Trust  
Prentice, Village of  
Prescott, City of  
Princeton, City of  
Randolph, Village of  
Random Lake, Village of  
Readstown, Village of  
Redevelopment Authority of the  
City of Milwaukee  
Redevelopment Authority of the  
City of Oshkosh  
Redgranite, Village of  
Reedsville, Village of  
Reeseville, Village of  
Rewey, Village of  
Rib Lake, Village of  
Rib Mountain Sanitary District  
Rice Lake, City of  
Rice Lake – Lake Protection &  
Rehabilitation  
Rice Lake Housing Authority  
Richfield, Village of  
Ridgeland, Village of  
Ridgeway, Village of  
Rio, Village of  
Roberts, Village of  
Rochester, Village of  
Rock – Koshkonong Lake  
District



Rock Springs, Village of  
Rockdale, Village of  
Rockland, Village of  
Rosendale, Village of  
Rothschild, Village of  
Rudolph, Village of  
Sauk City, Village of  
Sauk Prairie Community  
Recreation  
Sauk Prairie Court  
Commission  
Sauk Prairie Police  
Commission  
Sauk Prairie Sewerage  
Commission  
Scandinavia, Village of  
Shawano, City of  
Sheboygan Water Utility  
Shell Lake, City of  
Shell Lake Housing  
Authority, City of  
Shorewood, Village of  
Shorewood Hills, Village of  
Siren, Village of  
Sister Bay, Village of  
Soldiers Grove, Village of  
Somerset, Village of  
South Area Fire and  
Emergency Response  
District  
South Wayne, Village of  
Spencer, Village of  
Spencer Area Fire and  
Ambulance Commission  
Spring Green, Village of  
St. Cloud, Village of  
St. Croix Falls, City of  
Stevens Point Airport,  
City of  
Stevens Point Housing  
Authority  
Stevens Point Water, Sewer  
and Stormwater  
Sturgeon Bay, City of  
Sturgeon Bay Utilities  
Sturtevant, Village of  
Suamico, Village of

Sullivan, Village of  
Summit, Village of  
Suring, Village of  
Sussex, Village of and  
Pauline Haass Public  
Library  
Tennyson, Village of  
Theresa, Village of  
Thiensville, Village of  
Thorp, City of  
Tomahawk, City of  
Trempealeau, Village of  
Turtle Lake, Village of  
Twin Lakes, Village of  
Unity, Village of  
Upper St. Croix Lake  
Sanitary District  
Valders, Village of  
Vanguard Electric  
Commission  
Vesper, Village of  
Viola, Village of  
Waldo, Village of  
Wales, Village of  
Walworth, Village of  
Washburn, City of  
Waterford, Village of  
Waterloo, City of  
Watertown, City of  
Watertown Housing  
Authority  
Waukesha, City of  
Waukesha Water Utility  
Waunakee, Village of  
Waupaca, City of  
Wausaukee, Village of  
Wautoma, City of  
Wauzeka, Village of  
Webster, Village of  
West Central Wisconsin  
Bio Solids  
West Milwaukee,  
Village of  
West Salem, Village of  
Western Lakes Fire  
District  
Westfield, Village of

Weston, Village of  
Weyauwega, City of  
Wheeler, Village of  
Whitehall, City of  
Whitelaw, Village of  
Wind Point, Village of  
Windsor, Village of  
Winneconne, Village of  
Wisconsin Dells – Lake Delton  
Sewerage Commission  
Wisconsin Rapids, City of  
Wisconsin Rapids Water Works  
and Lighting Commission  
Withee, Village of  
Wolf River Sanitary District  
Wrightstown, Village of  
Wyocena, Village of

# *Overview* *Continued*



## *Group Dividend Plan*

An outstanding feature of the Mutual Plan is the opportunity to earn a return of premiums based upon loss experience. Each municipality may be able to reduce its insurance cost because of excellent results in Workers Compensation, Automobile, General Liability, Law Enforcement Liability, and Public Officials insurance coverage.

The experience of the members as a whole is reviewed for dividend consideration.

Based on a rolling five year history, a members dividend will be determined by their share of premiums and losses.

Since 1984 the League of Wisconsin Municipalities Mutual Insurance has:

- Paid out \$68 million in dividend payments
- In 2007, LWMMI Directors declared the first LWMMI Dividend of over \$800,000

# Summary



## League of Wisconsin Municipalities Mutual Insurance Coverage Enhancements

LWMMI is pleased to offer major coverage enhancements many commercial issuers exclude, including:

- A single policy combining General Liability, Law Enforcement, Public Officials Errors & Liability, and Auto Liability, reducing the chance for gaps between policies
- No "Aggregate Limits." The "Per Occurrence" policy limit applies to all liability claims
- All coverage is on an "Occurrence" basis, including Public Officials and Employee Benefits Liability
- Prior Act coverage provided for former "Claims-Made" Policies
- Defense costs in addition to the policy limit for all liability coverage, including Law Enforcement Liability
- Police and public official claims will not be settled without your approval
- Limited defense cost reimbursement for alleged criminal acts
- Non-Monetary Claims Coverage up to \$50,000 Per Wrongful Act; subject to a \$250,000 Aggregate Limit
- Sudden and Accidental Above Ground Pollution – \$250,000
- Back and Future Wages and Benefits Covered
- Automobile and Premise Medical No Fault Payments
- \$2,000,000 Added to Limits for Workers Compensation Part B - Employers Liability of the League's Policy
- Expanded Contractual Liability for Mutual Aid Agreements
- Optional No-Fault Sewer Back-Ups (subject to underwriting acceptability) – \$100,000 per occurrence, \$300,000 annual aggregate.
- Tax Assessment Disputes – up to \$50,000 for Defense



# Summary *Continued*



## ***BASIC COVERAGE***

### GENERAL LIABILITY

- Bodily Injury and Property Damage
- Completed Operations and Products Liability
- Liability resulting from Mutual Aid Agreements
- Property Damage Liability
- Premises Medical Payments
- Liquor Liability
- Fire Legal Liability
- Watercraft Liability
- Ambulance and EMT Malpractice
- Special Events
- Care, Custody, and Control (\$250,000 sub-limit)
- Employee Benefits Liability
- Cemetery Operations Coverage

### GENERAL LIABILITY (CONTINUED)

- Pollution for above-ground sudden/accidental losses (250,000 sub-limit)
- Optional No-fault sewer back-up available subject to underwriting \$100,000 occurrence/\$300,000 aggregate limit
- \$2,000,000 Added to Limits for Workers Compensation Part B - Employers Liability of the League's Policy

### PERSONAL INJURY & ADVERTISING

- Mental Anguish and Stress
- Libel, Slander, Defamation of Character; Violation of an Individual's Right of Privacy
- Broadcaster's Liability
- Advertising Infringement
- Internet /E-Mail Liability

## Section 3

## Coverage

# Summary *Continued*



### LAW ENFORCEMENT LIABILITY

- Wrongful Acts
- Discrimination
- Violation of Civil Rights
- Violation of Property Rights
- False Arrest, Detention or Imprisonment, or Malicious Prosecution
- Wrongful Entry or Eviction or other Invasion of the Right of Private Occupancy
- Assault or Battery
- Improper Service of Suit
- Holding Cell Operations
- Mutual Aid Obligations

### PUBLIC OFFICIAL ERRORS & OMISSIONS

- Wrongful Acts
- Discrimination
- Limited defense of tax collection/assessment claims
- Limited defense of non-monetary claims
- Zoning and Land Use Litigation
- Violation of State and Federal Civil Rights
- Employment Practices
- Occurrence Form coverage
- Prior acts for former claims made coverage is provided

### AUTOMOBILE

Coverage is provided while operating motor vehicles, trailers, or semi-trailers designed for travel on public roads.

- Automobile Liability
- Protection for use of personal automobile for municipal business
- Uninsured or Underinsured Motorist for municipally owned vehicle
- Non-owned and Hired Auto
- Physical Damage deductible reimbursement or coverage for employees, volunteers, elected and appointed officials (\$500 per occurrence)

### WORKERS COMPENSATION AND INSURANCE CARRIER'S LIABILITY

Statutory Wisconsin Workers Compensation coverage, including automatic all states endorsement.

## Section 4

## Member

# Services



## Benefits of Participation

### COVERAGES

- ✓ The League of Wisconsin Municipalities Mutual Insurance provides an extremely broad form of insurance for League Members

### CLAIMS (WORKERS COMPENSATION)

- ✓ Use of a Wisconsin-based workers compensation claims administrator
- ✓ A single contact point for policyholders to reach claims adjusters, who are available in the state to meet with you individually
- ✓ 24-hour written confirmation of claims and contact with injured employee, with direct access to claims supervisors

### CLAIMS LIABILITY

- ✓ Liability claims handled by Midwest Claims Services, a municipal claim specialist handling over 4,500 claim per year
- ✓ Regional attorneys selected on the basis of their municipal experience
- ✓ Aggressive defense of unwarranted claims
- ✓ Loss runs on line

### LOSS CONTROL

- ✓ Focus on League Members with adverse loss history
- ✓ Focus on the statewide exposures of sewer back-ups, motor vehicle operations, and sidewalk liability
- ✓ Free resource documents and assessment tools
- ✓ Regional training and education sessions including:
  - Hiring and Employment Practices
  - Confined Spaces
  - Barricading
  - Blood borne Pathogens
  - Back Injury Prevention
- ✓ Safety Committee Services

### DIVIDENDS

- ✓ All LWMMI coverages are subject to dividend declarations by the Board of Directors



## Section 4

## Member

# Services *Continued*



## Member Loss Control Services

### THE RANGE OF AVAILABLE SERVICES INCLUDE:

- On-site inspections and consultation
- Contract review
- Policy and procedures review
- Telephone consultation
- Training and education programs
- Written resource materials, advisory bulletins, sample policies and procedures
- Training videos

### PROFESSIONAL STAFF & EXTENSIVE EXPERTISE IN THE FOLLOWING:

- Municipal liability
- Health and safety
- Industrial hygiene
- Ergonomics
- Motor vehicle operations
- Law enforcement
- Employment practices